

Event Details					
Event No.	Opening Date & Time	Closing Date & Time	Inspection From Date	Inspection Closing Date	EMD Type
MSTC/ERO/Customs (Hqrs.), Patna./77/Central Revenue Building/23-24/8876 Event Type : e-Tender-cum-e-Auction RCM YES	2023-06-01::12:00:00	2023-06-01::16:00:00	2023-05-25	2023-05-31	No EMD

Seller Details								
Seller /Company Name	Location	Street	City	Country	Telephone	FAX	Email	Contact Person
Customs (Hqrs.), Patna.	Central Revenue Building	Birchand Patel Path	Patna	INDIA	0612-2504998	0612-2505506	disposalpatna@gmail.com	Manoj Kumar Sharma

LOT NO[PCB GRP]/LOT NAME	LOT Description	Quantity & UOM	GST	Location
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LOT No. 01 LOT Name.Truck	Truck, QTY:- 01 No Regn No. NL- 01AB/ 5865 Engine No. JGHZ407920 Chasis No. MB1NACHD9JR GW4222 Location:- Customs (Prev.) Division, Motihari Godown Entry No. & Date:- 10/NDPS/20-21 dated 20.2.2021 U.C No. & Date:- 03/2021 dated 18.2.2021 (DRI Muzaffarpur) Date of Seizure:- 18.02.2021 Condition of goods/Conveyance: - Old & Used	1.0 NO	As Applicable	Customs Prev Division, Motihari State :Bihar
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IF ANY QUERIES FROM CUSTOM SIDE PLEASE CONT EMAIL ADDRESS : disposalpatna@gmail.com

ALL CONTRACTS/TRANSACTIONS ENTERED INTO BY THE BUYER/BIDDER ARISING OUT OF THIS E-AUCTION SHALL BE GOVERNED BY THE INTEGRITY PACT AVAILABLE ON OUR WEBSITE, www.mstcindia.co.in.

IMPORTANT : THE MATERIAL LIST & STC DISPLAYED UNDER 'VIEW FORTHCOMING AUCTIONS' ON MSTC'S E-AUCTION WEBSITE ARE TENTATIVE AND SUBJECT TO CHANGE AT THE SOLE DISCRETION OF MSTC/PRINCIPAL BEFORE THE START OF E-AUCTION. BIDDERS SHOULD, THEREFORE, DOWNLOAD THE MATERIAL LIST AND STC DISPLAYED ONLY UNDER 'VIEW LIVE AUCTIONS' FOR THEIR RECORD PURPOSE, IF REQUIRED, AND BID ACCORDINGLY FOR BUYERS GUIDELINES VISIT www.mstcauction.com AND CLICK Help.

The bid amount will be paid through e-payment in MSTC only and delivery order will be issued to the successful bidder only after realisation of the payment.

Note: 1. As per Notification No. 36 /2017-Central Tax (Rate) dated 13.10.2017 and Notification No. 37 /2017- Integrated Tax (Rate) dtd. 13.10.2017, Used vehicles, seized and confiscated goods, old and used goods, waste and scrap of any chapter, of which the supplier is the Central Govt., State Govt., Union territory or a local authority and supplied to the registered person , the tax in this respect shall be paid by the recipient on the reverse charge basis by the recipient of such goods and all the provisions of the said Act shall apply to such recipient.

The GST has to be paid by recipient of supply under Reverse Charge Mechanism i.e., the recipient should have GST registration and GST has to be paid by him.

2. Please Note that as per the provisions of the Rule 3(1) (a) the cigarettes and other tobacco product (packaging and labeling) Rules, 2008, the successful buyer should affix printed stickers carrying the specified pictorial health warning that tobacco causes cancer and confirming to the requirement of the above said Rule on each retail cigarette packet before its sale in the market.

3. Bidders are mandatorily required to inspect the materials and get all their queries clarified from Customs/MSTC prior to the e-auction. Quantity mentioned in the lots are approximate only. It will be deemed that before bidding, bidders have inspected the materials and have got all their queries regarding Quality, Quantity, Test Reports etc clarified upto their satisfaction. No complaint whatsoever shall be entertained afterwards as the goods are being auctioned on "As is Where is Basis" and "No Complaint Basis".

4. Successful bidder will be required to deposit Full Payment within 8 calendar days from the Date of Acceptance of Bid. SD payment @ 25% to be deposited by buyer within 3 Calendar Days from the Date of Acceptance of Bid and Balance Payments and taxes/duties thereafter within the next five days.

5. The consignments put up for auction are subject to compliance of statutory requirements, wherever required as on the date of delivery.

6. GST rates as indicated in this e-auction catalogue are only indicative. Actual GST rates as applicable on the date of lifting shall be

applicable. Bidders are required to satisfy themselves about GST rate through their own sources/means before bidding in this e-auction and any discrepancy should be intimated to MSTC / Seller at least one working day prior to the e-auction. No complaint from any bidder thereafter, regarding any variation will be entertained after the e-auction goes on live floor. Non-payment of sale proceeds on the ground of any discrepancy of GST rate will be treated as default and action as deemed fit including but not limited to forfeiture of EMD/SD will be taken against the bidder.

(BUYER HAVE TO PAY APPLICABLE GST AND WHATEVER THE TAXES/DUTIES/CESS ETC IS APPLICABLE AS ON THE DATE OF DELIVERY.)

7. The Commissioner of Customs, Patna may withdraw any lot from auction or tendering at any time or cancel the same at any stage prior to the delivery of the goods.

8. In case of e-Tender interested buyer can submit their bid through e-Tender only once.

9. Permission/No Objection Certificate is required to be taken by the buyer from the concerned authorities as specified in respective item.

10. Buyers may refer to 'Bidder's Manual' for instructions on bidding process in e-auction/e-tender.

11. Delivery Period will be 7 (Seven) days counted from the date of issue of Delivery Order by MSTC/date of issue of Release Order by CUSTOMS.

12.VERY IMPORTANT NOTE:

(A) The quantity of betel nut has been given as per the quantity mentioned at the time of the seizure of the goods which may vary due to nature process of dryage and weathering. The delivery of goods is subject to PFA Test cost to be born by the buyer.

(B) The delivery of fertilizer would be given to registered dealer of goods only who are registered in this respect with the appropriate government authority.

(C) The goods will be sold to those who are registered with Department of Petroleum and Explosive Safety Organisation, Nagpur-440006 & have got license in this regard. Any other person who are not having license as above should not bid, otherwise they may be

blacklisted.

(D) Only those who are registered dealers and are having valid license under drugs & Cosmetics Act. and are registered as such with the MSTC are allowed to bid.

1.0) IMPORTANT TERMS:

1.1) Draft / PO issued by Co-operative banks will not be accepted. No arrangement instrument where more than one bank is involved will be accepted.

1.2) It should be noted that failure to submit post bid EMD / SD within above stipulated time will result in automatic deactivation of buyer's login from MSTC System for a minimum period of six (06) months. Thus the bidders shall be debarred from participation in any auction being conducted by MSTC for a minimum period of six (6) months.

Buyers login may however be activated only if full payment is received within 8 days from the date of closing of e-auction.

1.3) Payments submitted by the buyers after the 8th day from the date of closing of e-auction may be accepted at the sole discretion of MSTC/Principal subject to payment of penalty @1% on total material value (excluding taxes) per week for a maximum period of upto two (2) weeks. However this shall not construe any right to the buyer to make any late payment of Material Value or Balance sale Value or applicable duties & taxes, after due date. No payments thereafter shall be accepted under any circumstances.

1.4) Failure to deposit balance sale value (after depositing post bid EMD as above) shall lead to forfeiture of EMD deposited by the buyer.

1.5) In the auctions where pre bid EMD has been called for and the same is not to be kept as Security Deposit, buyers shall have to pay the balance amount (Including Applicable Taxes & Duties) within 8 days from the date of closing of e-auction. In such cases post bid EMD is not required to be deposited. In case pre bid EMD is converted into Security Deposit (as stated in Special Terms & Conditions), then buyers shall be required to deposit full material value (including taxes & duties, as applicable) within 8 days from the date of closing of e-auction.

1.6)EAuction Result/Status: The status of the highest bids having been accepted on Confirmed or STA basis must be personally seen by the Bidders online through the link Auction Lot Status immediately after closing of e-Auction and payment of Post-Bid EMD/SD must be made accordingly.

1.7)Email Address of Bidders: This must always be kept valid, failing which Bidders will be liable for non-compliance of payment or any other instruction issued by MSTC to them by email.

2.0) CONTACT PERSON OF SELLER / STOCK-HOLDER:

a) Seller: Commissioner of Customs Patna, 01, Birchand Patel Path, Patna.

(b) Telephone: 0612-2504998, **FAX:** 0612-2505506 **email id:** cus.patna@excise.nic.in for making suitable arrangements in regards to physical inspection of the subject goods, who are the Owner / Seller / Stockholder of Goods, hereinafter referred to as PRINCIPAL. for making suitable arrangements in regards to physical inspection of the subject goods, who are the Owner / Seller / Stockholder of Goods, hereinafter referred to as PRINCIPAL.

MSTC Ltd. (the Selling Agent of the PRINCIPAL) will be hereinafter referred to as MSTC.

(Contact Person at MSTC Patna: Shri Mayank Kumar, Deputy Mangaer, Patna; PHONE NO. 0612-2506169/8269000225. Email: ptnopn3@mstcindia.co.in & Shri Prashant Malviya, AM Patna; PHONE NO. 0612-2506169. Email: pmalviya@mstcindia.co.in).

MSTC Patna Office: 0612-2506169

HELP DESK: 033-22901004

3.0) CAUTION : 3.1) The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint / representation will be entertained by MSTC/Principal in this regard. Hence Bidders must be careful to check (the Bid Amount/No. Of "0"/No. Of Digits/Unit Of Measurement etc.) and rectify their bid (if required) before submitting their Bid into the live floor by clicking the 'Bid" Button. In case of any bid being equal to or more than 5 (five) times the current Highest Bid for a particular Lot, this will be displayed by way of a WARNING on the Bidder's screen before he confirms/submits the bid. There is no provision for putting Bids in decimals.

3.2) The Sale will be governed by the Material List & Special Terms & Conditions ((STC) displayed on the "Live" Floor (and not under

"Forthcoming Auctions") as well as the General Terms & Conditions (GTC) and Buyer Specific Terms & Conditions (BSTC) already accepted by the Bidder at the time of Registration with MSTC. The Material List & STC displayed under "View Forthcoming Auctions" on MSTC's eAuction Website are tentative and subject to change at MSTC's sole discretion before the start of eAuction. Bidders should therefore download the Material List and STC displayed only under "View Live Auctions" for their record purpose if required. The BSTC and GTC can be seen and downloaded by going to the Home Page of the eAuction Website and clicking on "NEW USER". Participation in the eAction will be deemed to imply that the Bidder has made himself thoroughly aware of and accepted the STC, BSTC and GTC. In case of any conflict between the STC and BSTC, the STC shall prevail. Principal shall have the right to issue addendum to the STC or BSTC to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated therein and the Addendum so issued shall form a part of the original STC.

3.3) UNIT/UNIT OF MEASUREMENT (UOM) FOR BIDDING, SALE & DELIVERY: Each Lot will have to be bid, sold and delivered on the basis of the Unit / Unit Of Measurement (i.e. UOM) stipulated in the Material List displayed on the Auction Floor of "View Live Auctions" against the respective Lot. Any representation / complaint from the Bidders for the Bid to be made / having been made on the basis of any other Unit/Unit of Measurement will not be entertained.

3.4) During Live Auction, only brief Lot / Item details will be shown under "Lot Name" on the Auction Floor where Bidders are required to bid. The complete "Item Details" can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the "Item Details" before bidding and no representation / complaint in this regard will be entertained by MSTC / Principal from the Bidders. .

4.0) INSPECTION OF MATERIALS: All the materials put up for sale through e-Auction will be sold strictly on "As is where is basis" and "No Complaint basis". MSTC / PRINCIPAL reserve the right to accept / reject any offer / bid without specifying any reason thereof. All quantities are only estimates and without any guarantee. Inspection, limited to visual checking only, will be allowed with prior appointment from the PRINCIPAL. Any clarification required may be sought by the Bidders from the PRINCIPAL at the time of inspection, and no dispute regarding the material or its physical conditions / location will be entertained thereafter.

5.0) VALIDITY OF BIDS All Bids will be valid for acceptance by MSTC for a period of 60 (sixty) days from the date of closing of e-Auction, excluding the date of closing. In case the 60th day falls on a holiday or remains closed for MSTC, such Bids will be deemed to be automatically extended to be valid upto the next working day of MSTC.

6.0) SALE RESULT/ INTIMATION

6.1) All sales will be subject to Reserve Price (RP) fixed/subject to approval by the PRINCIPAL. The PRINCIPAL also has the option to fix a lower limit of the RP for an individual Lot. Such lot will not be declared "sold" on final bidding but declared "pending" during e-auction irrespective of reserve price comparison. The sale acceptance will be intimated by the Principal within 7 working days from the date of e-Auction.

6.2) Once bid is confirmed/ accepted, buyer has to make payment accordingly within 3 (THREE) days from the date of Confirmation/ Acceptance.

6.3) It will be the Bidder's responsibility to personally see the result of eAuction by seeing and downloading the "Auction Lot Status" from the Website immediately after Closing of eAuction which will be displayed upto 7 (Seven) days from the date of Closing of eAuction (excluding the date of closing of eAuction). The "Auction Lot Status" will show whether any Lot has been won by the Bidder on Confirmed or PENDING Basis. The successful Highest Bidder for Confirmed shall have to pay the prescribed EMD/Security Deposit within the prescribed time counted from the date of Closing of eAuction (excluding the date of closing). Although immediately after closing of eAuction, it must be noted by the Bidders that such Sale Intimation Letter will be issued by MSTC only for the purpose of record and payment of Post-Bid EMD/SD will have to be made within the stipulated time counted from the date of Closing of eAuction irrespective of the date of issue of the Sale Intimation Letter by email. Bidders must, therefore keep a watch on their incoming e-mail. Normally no hard copy of the Sale Intimation Letter will be issued by MSTC.

7.1) Post-Bid EMD/SD by way of PO / DD of any Scheduled Bank favouring the PRINCIPAL must be submitted to MSTC, Mumbai or any office of MSTC (see details of MSTC's Regional / Branch Offices on MSTC's Website). Post-Bid EMD/SD is adjustable towards material value only after receipt of the balance material value alongwith applicable Duties & Taxes within the due date, failing which the Post-Bid EMD/SD will be forfeited.

7.2) If the successful highest Bidder fails to pay the Post-Bid EMD/SD in time, then his Password will be deactivated and shall normally be DEBARRED for a minimum period of 6 (six) months from participating in all eAuctions and disposal sales by MSTC on behalf of this PRINCIPAL and, his Registration Fee will be forfeited. While considering his request for reactivation which will be at the sole discretion of MSTC, all facts including the number of PRINCIPALS / eAuctions / Lots for which he had failed which are germane will be

taken into account. MSTC at its sole discretion may take recourse to any of the following options for sale of the unsold Lot: a)The Unsold Lot may be put up for re eAuction at the sole discretion of MSTC without Pre-Bid EMD (Earnest Money Deposit) OR with Pre-Bid EMD as may be deemed fit by MSTC. b)The H-2 Bidder may be asked to match the H-1 Bid alongwith submission of requisite EMD / SD within a period as may be prescribed by MSTC. c)In case of default in payment of EMD/SD and / or balance Sale Value with Duties and Taxes by the successful higher Bidder, MSTC reserve the right to invite Bids for the respective Lot from all the other Bidders of the concerned Lot (other than the defaulting Bidder) OR all registered customers in sealed covers alongwith the prescribed EMD/Security Deposit within the time stipulated by MSTC for finalizing the sale or to take any other action as may be deemed fit in consultation with the PRINCIPAL. d)MSTC may take any other action as may be deemed fit by the PRINCIPAL.

7.3) Delayed payment of Post-Bid EMD/SD may be accepted depending on the circumstances of the case or urgency of disposal in consultation with the Principal with such penalty as may be deemed fit by MSTC. This shall however not confer any right to the Bidder to make any Late Payment of Post-Bid EMD/SD.

7.4) In case the successful Bidder pays the EMD/SD, but fails to pay the balance material value alongwith applicable Duties and Taxes within the due date, then his EMD/SD will be forfeited.

8.0) PAYMENT OF BALANCE SALE VALUE & DUTIES & TAXES:

8.1) On receipt of Post-Bid EMD/SD from the successful Bidder, Sale Order / Acceptance Letter will be issued by MSTC to him advising him to deposit the balance material value to any of the Offices of MSTC within 5 (Five) days from the date of issue of Sale Order / Acceptance Letter by MSTC (including the date of issue). The entire balance Sale Value will have to be paid by the Buyer in one lump-sum and no installment payment will be allowed, unless otherwise stipulated in the Lot / Item Details.

8.2) The mode of payment will be as stipulated in the Sale Order / Acceptance Letter and the payment will have to be submitted by the Buyer to MSTC, Mumbai or any office of MSTC for collecting the Delivery Order.

8.3) Buyer will have to pay the Tax/GST as per the applicable rate and no representation in this regard will be entertained by MSTC/PRINCIPAL.

8.4) The balance payment will have to be submitted by the Buyer to MSTC by PO/DD of any Scheduled Bank as stipulated in the Sale Order / Acceptance Letter. The necessary instructions as to in whose favour the POs/DDs have to be made by the Buyer for the payment of Balance Sale Value, Duties and Taxes etc. will be stipulated in the Sale Order / Acceptance Letter.

9.0) DEFAULT IN PAYMENT: In case of default in payment of the balance Sale Value within the prescribed time limits, the due payment may be made together only subject to CUSTOMS approval with additional charges @ 1% per week or part thereof calculated on the Full 100% Sale Value for a minimum period of one week or multiple thereof. The Post-Bid EMD/SD will be adjusted towards material value only on receipt of the balance Sale Value within the prescribed time. However, this shall not confer any right to the Bidder to make any Late Payment of Balance Sale Value or applicable Duties and Taxes and MSTC reserves the right not to accept the payment of the Balance Sale Value with or without the additional charges after the expiry of the free payment time.

10.1) Every Bidder registered with MSTC for eAuction participation has been issued a Photo ID Card duly authorized by MSTC and containing the specimen signature of the Authorised Representative of the Bidder's Firm. For the purpose of taking delivery from the PRINCIPAL's Location/Depot/Plant, the Authorised Representative of the Buyer i.e. the authorized Photo ID Card Holder should report to the PRINCIPAL alongwith his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative alongwith Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative alongwith a Self Certified/Notarised Photocopy of his Photo ID Card. The successful Bidder/Buyer shall co-ordinate the date and time with the PRINCIPAL in advance and take prior appointment before placement of Trucks to ensure speedy removal of materials.

10.2) The materials sold shall be removed by the Buyers from any one side of the Lot as per the sole direction of the PRINCIPAL and no segregation of items from the sold Lots will be permitted.

10.3) In case any hot-work permission is required for dismantling operations, the same will have to be obtained by the Buyers from the PRINCIPAL's authorized representative before lifting and it will be sole discretion of the PRINCIPAL to allow or not to allow such hot-work permission at Buyers cost only to the extent of facilitating the loading and transportation of the goods.

10.4) For the purpose of removing the materials, the successful Bidder shall employ or engage only his / their own personnel and shall keep the Principal fully indemnified against any claims whatsoever including claim for wage, injuries, compensation, death etc.

10.5) While removing materials, if any accident or damage to the property/life etc. arises by reason of any act of negligence /omission /default or non-compliance with any of the Terms & Conditions of statutory regulations or rules and regulations applicable within Principal's premises, on the part of the Bidder's / his representative or employees resulting in death or injury to any persons or damages to the property of Principal or any third Party then in such an event the Bidder will have to pay compensation to any such person including the employees of Principal for such injury / for damage to person's property of such persons. The Bidder shall in such and event keep the Principal indemnified from any demand, claims or proceedings made.

11.0) DEFAULT IN LIFTING: 11.1) In case of any Default in lifting of materials by the Buyer within the prescribed free time limit, the outstanding material may be lifted within 14 (Fourteen) Days from the due date subject to payment of Ground Rent by the Buyer directly to the PRINCIPAL for the period of delay. All matters relating to charging of Ground Rate will be decided by the CUSTOMS.

11.2) However it must be noted by the Bidders that it will be the sole discretion of the PRINCIPAL not to allow the Buyer to lift the Goods with or without the Ground Rent after the expiry of the stipulated free Delivery period or even within the aforesaid additional period of 14 (Fourteen) Days and in such event, the sale of the material not lifted by the Buyer(s) will be automatically cancelled and all the moneys paid by the Bidder /Buyer will be automatically forfeited.

12.0) STATUTORY PAYMENTS: The rate of Excise Duty, GST, Income Tax, Cess or any other statutory Duty / Tax / Levy / Charge etc. will be applicable and payable by the Buyer as prevailing on the date of actual physical delivery of materials. The rates of Duties and Taxes displayed on the e-Auction Website are only indicative and based on the rates prevailing before the commencement of the e-Auction. Successful Bidders shall have to pay Income Tax by way of TCS @1.0% on all Scrap items purchased for trading as per Section 206 C of IT Act 1961. The TCS will be calculated on the gross Sale Value i.e. Materiel Value plus Tax/GST. Parties eligible for Tax Exemption or Lower Rate of Tax should produce prescribed Certificate from Income Tax Assessing Officer at the time of payment. Notarised Photocopy to be given alongwith Original, the latter will be returned after verification. Manufacturers who are exempted from paying Income Tax, must submitted Certificate to the PRINCIPAL/MSTC as per the format prescribed U/S 206 - (C) of Income Tax Act 1961 at the time of paying the Balance Sale value. All successful Bidders must submit their Income Tax PAN No. at the time of making the payment of balance sale value.

13.0) PERIOD OF CONTRACT: Upto the validity period of the Delivery Order / Release Order issued by MSTC / PRINCIPAL or upto the extended period of validity of the Delivery Order / Release Order in case the Delivery period is extended by the PRINCIPAL at his sole

discretion as the case may be.

14.0) Bidders shall be deemed to imply that the Bidder undertakes not to export the Goods outside the territory of India, failing which the sale will be liable for cancellation.

15.0) The Bidder(s) shall have no right to issue any addendum to these Special Terms and Conditions or Buyer Specific Terms and Conditions to clarify, amend, supplement or delete any of the conditions, clauses or items stated therein.

16.0) ARBITRATION/ LEGAL JURISDICTION: This will be applicable as per the relevant Clauses stipulated in the Buyer Specific Terms And Conditions already accepted by the Bidders at the time of Online Registration

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